BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-II SECTION-GCC
GENERAL TERMS AND CONDITIONS
Enq No. CEBRAZ/SEO/AEE-2/ET 06/23-24 dtd14-08-2023

Definitions:

a) '**The Contract**' means the **Agreement** entered into between Owner/Employer and Agency/Bidder as per the Contract Agreement signed by the Parties including all attachments, annexures and appendices there to and all Documents incorporated by reference therein.

b) '**Owner/Employer/Employer**' shall mean the **Bangalore Electricity Supply Company Limited (BESCOM)** and shall include their Legal Representatives, Successors and Assigns.

c) '**Agency/Bidder**' or '**Agency**' shall mean the **Bidder** whose Bid will be accepted by the **Owner/Employer/Employer** for the Award of the Works and shall include such successful Bidder's Legal Representatives, Successors and Permitted Assigns.

d) The term '**Contract Price**' shall mean the Lump Sum Price comprised of Unit Price quoted by the Agency/Bidder (including applicable taxes) in his Bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire Scope of the Works.

e) Void

f) **'Notice of Award of Contract'/'Letter of Award /Letter of Intent'** shall mean the Official Notice issued by the Owner/Employer notifying the Agency/Bidder that his Bid has been accepted.

g) '**Date of Contract**' shall mean the date on which Notice of Award of Contract/ Letter of Award has been issued.

h) **'Month'** shall mean the Calendar Month. **'Day'** or **'Days'** unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each. '**A Week'** shall mean continuous period of Seven (7) Days.

i) '**Writing**' shall include any Manuscript, Type Written, Computer Generated or Printed Statement, under or over Signature and/or Seal, as the case may be.

j) Words imparting the **Singular only** shall also include the **Plural** and vice-versa where the Context so requires.

k) Words imparting **'Persons'** shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

l) **"Bidding Documents"**: Means Information & Instructions, General Conditions of Contract, Technical Specifications, Drawings and other Annexures included in Sections ITB, GCC, TS.

1.0 In the interest of BESCOM services, the total requirements of Providing **88** numbers of manpower services to Fast Track New Connection Cell (44 Nos of DEO and 44 Nos of Project Engineer / FTNC Co-ordinator) through an agency to various C,O&M sub-divisions of Ramanagara circle, Bangalore Rural circle and Kolar circle in BRAZ, BESCOM for a period of one year. However any changes will be as per the provisions of KTPP Act.

2.0 Minimum Qualification and knowledge required for manpower services.

Refer document ' Instruction to bidders' under clause 7.0

3.0 The Contract agency which is providing manpower services will be purely on temporary basis and not entitled to claim any permanency benefits from BESCOM.

4.0 Services Required by the BESCOM:

4.1 The agency shall be providing manpower services in BESCOM premises as per the details given herein, or any other location as required by the BESCOM to be read with the Conditions of Contract, Assignment Instructions and Schedule of Requirements.

4.2 BESCOM shall pay the charges as agreed between the BESCOM and the agency at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

4.3 The agency shall provide manpower services in the BESCOM premises to its entire satisfaction and it is the sole responsibility of the agency that the work is executed in all respects in accordance with the agency's obligations.

5.0 Agency's Obligations:

5.1 The agency shall provide manpower services at BESCOM premises as per Schedule of Work / Requirements which may be amended from time to time by the BESCOM during the Contractual period and it shall always form part and parcel of the Contract. The agency shall abide by such assignments as provided by the BESCOM from time to time.

5.2 The Agency shall provide manpower services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the agency only and the BESCOM shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid by the Agency.

5.3 The agency shall submit the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time to BESCOM.

5.4 The agency shall produce to the client, the details of payments of statutory benefits from time to time to its personnel.

5.5 Chief Engineer, BRAZ, BESCOM shall have the right to disqualify / remove any personnel whose conduct / performance is not satisfactory or otherwise and similarly the agency reserves the right to remove any personnel with prior intimation to the Chief Engineer, BRAZ, BESCOM and vice versa.

5.6 The agency shall meet all the medical expenses of their employees, **wherever ESI not covered** for any personal accident and death while performing the duty for which agency should have the medical/accident insurance policy for its employees. The client shall own no liability and obligations in this regard.

5.7 The agency shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements agreed upon between two parties.

5.8 The agency shall issue identity cards / identification documents to all its employees.

5.9 The personnel of the Agency shall not be the employees of the BESCOM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Agency shall make them aware about this clause in writing before deployment under this agreement.

5.10 The agency shall also provide at its own cost all statutory benefits or otherwise to its employees and the BESCOM shall not have any liability whatsoever on this account. The Agency shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

5.11 The agency shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Agency monthly to the BESCOM.

5.12 The agency shall submit a copy of NEFT/ RTGS statement ensured by Bank authority showing monthly wages paid to its personal .

5.13 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the BESCOM.

5.14 The agency shall not employ any person below the age of 18 years old .

5.15 Manpower so engaged shall be trained for providing services.

6.0 Agency's Personnel:

6.1 The Agency shall at all times ensure that it has sufficient, suitable and qualified personnel to undertake the responsibilities imposed upon the agency under this Contract and to provide full attention for executing and supervising the work thereof.

6.2 The agency shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The agency shall also keep informing the BESCOM of any change in its organization or its personnel

7.0 Agency's Liability:

7.1 The Agency shall completely indemnify and hold harmless the BESCOM and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Agency or any of its employees engaged in the provision of the manpower services to the BESCOM.

7.2 The Agency shall not be liable in any way whatsoever and the BESCOM hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly, caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks, Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (except Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Agency

or any of its employees engaged in the provision of manpower Services to the BESCOM.

7.3 The Agency shall not **Sub-Contract or Sub-let,** transfer or assign the contract or any other part thereof. In the event of the Agency contravening this condition, BESCOM shall be entitled to place the contract elsewhere on the Agencys risk and cost, and the Agency shall be liable for any loss or damage, which the BESCOM may sustain in consequence or arising out of such replacing of the contract.

8.0 BESCOMs Obligations:

8.1 Except as expressly otherwise provided, BESCOM shall provide timely all the required equipment and facilities at the location(s) where the manpower Services needs to carry out the Services.

8.2 Chief Engineer, BRAZ, BESCOM shall comply with and fulfill the recommendations (if any), if deemed necessary, made in writing by the Agency in connection with the performance of the Services. Chief Engineer, BRAZ, BESCOM shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or agents in connection with the Services as soon as possible after the Chief Engineer, BRAZ, BESCOM becomes aware of them.

8.3 To enable the Agency to provide the manpower services, the Chief Engineer, BRAZ, BESCOM shall ensure that their staff is available to provide such assistance.

8.4 The BESCOM shall not be under any obligation for providing empanelment to any of the personnel of the Agency after the expiry of the contract. The BESCOM does not recognize any employee, employer's relationship with any of the workers of the Agency.

9.0 The Contract agency, which is providing manpower services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

10.0 The Agency shall ensure satisfactory standards by his staff posted and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such manpower has to be replaced at the request of competent authority by the Agency.

11.0 Supervision:- Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor.

Agency shall inspect from time to time and ensure satisfactory performance of the employees provided. The supervisor shall obtain the day to day activities of every manpower deputed and shall furnish the same.

12.0 Use of Contract Documents and Information:

a) The Agency/Bidder shall not, without the Owner/Employer's prior written consent, disclose the Contract, or any provision thereof, or any Specification, or Information furnished by or on behalf of the Owner/Employer in connection therewith, to any Persons other than a Person employed by the Agency/Bidder in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

b) The Agency/Bidder shall not, without the Owner/Employer's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

c) The Agency/Bidder shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the Owner/Employer.

13.0 Mode of payment:-

Refer : ‘Instruction to Bidders’ clause 15.0

14.0 The bidder shall pay the salary to manpower as per the “Minimum Wages Act 1948” and also it should be ensured that the salary paid should not be lesser than as per prevailing “Minimum Wages”.

15.0 The bidder shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective State Government/Central Government Departments. In relation to EPF/ESI, employee's share and employers share shall be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.

16.0 The payment shall be restricted to the no. of manpower services availed during that particular month as certified by the head of the office of sub-division. Further payment shall be made to their employees through Bank account only.

17.0 Selected Manpower shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by Manpower during office hours.

18.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency and Agency shall provide all related benefits under these following workmen's act related to Labour law.

a) Minimum Wages Act, 1948.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f) Workmen's Compensation Act, 1923

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

Any default in compliance, agency shall be held responsible.

19.0 Agreement:- The successful Tenderer shall furnish an agreement on **Rs.200**/- non jurisdictional stamp paper in the prescribed format within **07 days from the date of LOI**. The Successful Tenderer shall also furnish an acceptance of LOI duly signed on each page within **07 days from the date of LOI.** The successful tenderer shall also furnish the details of Employees name, EPF/ESI Account No if available within **fifteen days** from the date of issuing of LOI. If ESI, EPF Account number of the employees of the agency is not available, the same shall be submitted to billing section within 45 days from the date of Contract Order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting the EMD.

20.0 The Successful Tenderer shall submit the monthly bill in duplicate with authenticate seal and signature for payment.

21.0 The Tenderer shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a. Monthly Attendance Register duly signed extract copy
a. Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective State Government/Central authorities along with the Employees details.
b. Copy of EPF paid in the specific formats
c. Copy of GST details including GSTR1 & GST3B format.
d. Each year during the month of December, Rs 20/- from each staff has to be deducted towards labour welfare fund and a contribution of Rs.40/- (each) from the contract agency side has to be paid to Welfare commissioner Karnataka Labour Welfare Board, Mysugar building Annex, 2nd Floor, J.C Road, Bangalore-2 .The payment details pertaining to this has to be furnished in the subsequent monthly bill.

22.0 The manpower engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

23.0 The agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the agency shall be responsible for penalties levied by the appropriate authority under the Act. The agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, etc.,). Depositing of EPF contribution as may be applicable is the responsibility of the agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

24.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Agency shall not be entitled to any other allowances or benefits which are not included in the contract.

25.0 Incase the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

26.0 This contract is for a period of one year and it may be extended further based on satisfactory performance if required. Incase of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

27.0 Dispute: Refer 'Instruction to bidders' clause 17.0

28.0 The Bidder shall quote lumpsum amount (in indian rupees only) against the amount put to tender.

29.0 Termination of Contract: Refer 'Instruction to bidders' clause 41.0

30.0 Penalty: Refer 'Instruction to bidders' clause 16.0

31.0 Risk and Cost Service: Refer 'Instruction to bidders' clause 19.0

32.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

33.0 Performance security deposit:

Refer document "Instruction to bidders" clause 15.0

34.0 Liability for Accidents, injure, illness etc: The Company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any personnel deployed by the Agency during the course of duties. The Agency shall be solely responsible for all such happenings.

35.0 Compensation for losses due to thefts and pilferages: In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building due to the Agency's personnel, the agency shall compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the agency personnel such amount as mentioned above shall be deducted from the agency bill and or any other amount as may be due to him. Chief Engineer, C,O&M, BRAZ, BESCOM, shall lodge complaint with the jurisdictional police regarding such

occurrence. The agency shall also investigate into the matter and communicate the result of such investigation to the Chief Engineer, C,O&M, BRAZ, BESCOM. He shall assist the company, police or any other authorities in their investigation. If the property is recovered by the company or police, the cost of such property shall be refunded to the agency, if already recovered by him less the cost of damages to such property as assessed by the BESCOM. Restoration of such property from police or courts shall be the responsibility of the agency.

36.0 TERMINATION FOR CONVENIENCE

BESCOM may, by written notice sent to the contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which providing manpower services under the contract is terminated and the date upon which such termination is effective.

The contractor upon receipt of such notice shall discontinue for providing manpower services on the date and to the extent specified in the notice, make all reasonable efforts to stop all further manpower services terminated.

Chief Engineer (Ele),
C,O&M, BRAZ, BESCOM